



# State of Utah

DEPARTMENT OF COMMERCE  
DIVISION OF CONSUMER PROTECTION

## HEALTH SPA PERMIT APPLICATION FORM

**Annual Application fee: \$100.00 (Non-refundable)**

\_\_\_\_\_  
**Applicant's Name**

\_\_\_\_\_  
**Name of Facility that is the subject of this application**  
(if different)

\_\_\_\_\_  
**Date of Application**

### OFFICE USE ONLY

**Date Issued:** \_\_\_\_\_

**Permit Number:** \_\_\_\_\_

**Approved:** \_\_\_\_\_

**Exempt:** \_\_\_\_\_

**Denied:** \_\_\_\_\_

**Expiration:** \_\_\_\_\_

Please mark the appropriate box:

☐ INITIAL  
APPLICATION

☐ RENEWAL  
APPLICATION

If you have any questions, please contact the Division at (801) 530-6601.

Please make application fee check or money order payable to the **State of Utah**

Please return the completed application form and check or money order to:

Department of Commerce  
Division of Consumer Protection  
160 East 300 South  
SM Box 146704  
Salt Lake City, Utah 84114-6704

**NOTE: Registration is effective for one year as required by law. If the health spa facility renews its registration, the registration shall be renewed at least 30-days prior to its expiration.**

Jan 2007

1. Applicant's Name: \_\_\_\_\_

2. Name of Applicant's Facility that is the subject of this application (if different):

\_\_\_\_\_

3. Applicant's Address: \_\_\_\_\_  
Street

☐ Use as mailing address

\_\_\_\_\_ City State Zip Code

\_\_\_\_\_ Telephone Number Fax Number

4. Facility Address: \_\_\_\_\_  
Street

☐ Use as mailing address

\_\_\_\_\_ City State Zip Code

\_\_\_\_\_ Telephone Number Fax Number

5. Provide the following information for Applicant's contact person:

\_\_\_\_\_ Name

\_\_\_\_\_ Telephone Number Fax Number

6. Do you own additional health spa facilities? ☐ Yes ☐ No

If yes, please list the name, address and telephone number of each additional health spa facility.

Name	Address	Telephone Number
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Name	Address	Telephone Number
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7. Please explain the current pricing structure for membership services and personal training services. Or, if available, you may attach a copy of a brochure or other publication that describes the pricing structure.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. If renewal application, provide the number of all membership contracts or agreements, including personal training contracts, which relate to this facility: \_\_\_\_\_

If initial application, provide the number of projected membership contracts or agreements, including personal training contracts, which relate to this facility: \_\_\_\_\_

9. Please attach a copy of the entire contract or agreement to be used by the facility. To assist the registration process, please highlight the following terms which are required on all contracts or agreements:
- The date of the transaction;
  - The name and address of the health spa facility;
  - The name, address and telephone number of the member;
  - The three-day right-of-rescission. The three-day right-of-rescission must be a conspicuous statement written in dark bold with at least 12 point type on the first page of the contract and read as follows:  
"YOU, THE CONSUMER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE ON WHICH THE CONTRACT IS EXECUTED." ;
  - The specific equipment or services that are subject to deletion or change at the discretion of the facility;
  - A provision, printed in capital letter which reads substantially as follows: "IN THE EVENT THE HEALTH SPA FACILITY CLOSES AND ANOTHER HEALTH SPA FACILITY OPERATED BY THE SELLER, OR ASSIGNS OF THE SELLER, OF THIS CONTRACT IS NOT AVAILABLE WITHIN FIVE (5) MILES OF THE LOCATION THE MEMBER INTENDS TO PATRONIZE, SELLER WILL REFUND TO MEMBER A PRORATE SHARE OF THE MEMBERSHIP COST, BASED UPON THE UNUSED MEMBERSHIP TIME REMAINING ACCORDING TO THE CONTRACT."
  - If the facility is claiming to be exempt from the surety requirement pursuant to U.C.A. § 13-23-6, the membership contract must contain the following clause: "If this health spa ceases operation and fails to offer an alternate location within five miles, no further payments under this contract shall be due to anyone, including any purchaser of any note associated with or contained in this contract."; and
  - The dollar value (this is required to be clearly stated on the face of the contract).

10. Is personal training instruction offered at any of your facilities:

☐ Yes ☐ No

If yes, please respond to the following:

- a. Is each trainer that provides personal training instruction at each facility an employee of the applicant:

☐ Yes ☐ No

Please be advised that if personal training instruction is offered by an outside party, that party may be subject to the requirements of the Act.

b. Please attach a copy of the personal training contract used, if not part of the contract referred to in paragraph 9 above. Please be advised that any personal training contracts used by the facility must contain the language set forth above.

11. Surety requirement.

- a. Please mark the appropriate box indicating the type of surety being provided in satisfaction of U.C.A. § 13-23-5.

☐ Bond ☐ Letter of Credit ☐ Certificate of Deposit

- b. Please attach to the application the required performance bond, irrevocable letter of credit or certificate of deposit from a Utah depository payable to the DIVISION OF CONSUMER PROTECTION / STATE OF UTAH. To determine the amount of the bond, letter of credit or certificate of deposit, please see the schedule set forth in U.C.A. § 13-23-5. Annual renewals of bond, letter of credit or certificate of deposit shall be filed with the Division at least 30-days in advance of the first health spa sale or attempt to sell.

- c. If a bond is being submitted, please indicate the following:

Amount of bond, letter of credit or certificate of deposit: \_\_\_\_\_

Date of Bond: \_\_\_\_\_ Bond Expires: \_\_\_\_\_

Address of Surety Company: \_\_\_\_\_

Telephone and Fax Number of Surety Company: \_\_\_\_\_

Registered on Treasury List: [ ] Yes [ ] No

- d. If a letter of credit or certificate of deposit is being submitted, please indicate the following:

Date of Letter of Credit: \_\_\_\_\_ Date Letter of Credit Expires: \_\_\_\_\_

Date of Certificate of Deposit: \_\_\_\_\_ Date Certificate of Deposit Expires: \_\_\_\_\_

Name of Utah Bank: \_\_\_\_\_

Address of Utah Bank: \_\_\_\_\_

Telephone and Fax Number of Utah Bank: \_\_\_\_\_

NOTE: If the facility is claiming to be exempt from the surety requirement pursuant to U.C.A. § 13-23-6, it must satisfy the following statutory requirements:

1. The facility must not offer paid-in-full memberships. The memberships can only be paid for by installment contract;
2. Each membership contract must contain the following clause: "If this health spa cease operation and fails to offer an alternate location within five miles, no further payments under this contract shall be due to anyone, including any purchaser of any note associated with or contained in this contract."
3. All payments due under each contract, including down payments, enrollment fees, membership fees, or any other payments to the health spa, must be in equal monthly installments spread over the entire term of the contract.
4. The term of each contract must be clearly stated and must not be capable of being extended.

12. Provide the following information for Applicant's Registered Agent

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

By signing this application, the undersigned certifies that the information provided herein is true and correct.

DATED: \_\_\_\_\_

APPLICANT:

BY \_\_\_\_\_  
ITS

## SURETY BOND

- I. KNOW ALL PERSONS BY THESE PRESENTS, THAT WE \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_, having its principal office at: \_\_\_\_\_, duly licensed with the Utah Department of Insurance, as Surety, are held and firmly bound to the Division of Consumer Protection of the Department of Commerce of the State of Utah in the sum of \_\_\_\_\_ Dollars.

The principal and the Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, to pay paid sum.

- II. THE CONDITIONS OF THIS BOND are such that the Principal, \_\_\_\_\_, seeks to obtain a license from or registration with, the Division of Consumer Protection, State of Utah, to carry on business as \_\_\_\_\_. That business is subject to the laws of the State of Utah and the administrative rules adopted thereunder.

- III. THEREFORE, if the Principal, \_\_\_\_\_, shall during the period beginning on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, faithfully observe and honestly comply with the provisions of all statutes and rules of Utah law applicable to the business of \_\_\_\_\_, and shall indemnify the Division of Consumer Protection and all consumers as set forth in those laws, then this obligation shall become void and of no effect, otherwise to remain in full force and effect.

- IV. IT IS UNDERSTOOD and agreed that this bond may be renewed from year to year by continuation certificate executed by said Surety, and that regardless of the number of years this bond remains in effect or that number of times it is renewed, in no event shall the Surety be liable for an amount exceeding the sum set forth above. It is also understood and agreed that the Surety may at any time, with thirty days written notice to the Division of Consumer Protection, terminate its liability herein, except that the Surety shall be liable for any losses occurring while this bond is in full force and effect.

SIGNED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal Company)

By: \_\_\_\_\_  
(Authorized Company)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Authorized Agent)